

**Memorandum of Understanding**

**Between**

**Mid-Management Employees**

**Bargaining Unit**

**And**

**Dublin San Ramon Services District**

**December 22, 2025 – December 16, 2029**

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**MEMORANDUM OF UNDERSTANDING**

**Between**

**MID-MANAGEMENT EMPLOYEES**

**BARGAINING UNIT**

**And**

**DUBLIN SAN RAMON SERVICES DISTRICT**

This Memorandum of Understanding (the "MOU") between the Dublin San Ramon Services District (the "District") and the Mid-Management Employees Bargaining Unit (the "MEBU"), collectively the "Parties" is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The Employee Relations Officer (the General Manager of the District under the Employer-Employee Relations Resolution) is the representative of the District in matters concerning employer-employee relations.

MEBU is a formally recognized employee group including those employees whose positions are designated as mid-management by the District.

The Parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit and have freely exchanged information, opinions and proposals, and have endeavored to reach an agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The Parties acknowledge that the package of wages and benefits specified herein, which were agreed to during the meet and confer process which led to this MOU, are a package which together provide the agreed upon market level total cash equivalent compensation.

This MOU has been presented to the District Board of Directors as the joint recommendation of the undersigned Parties for salary and employee benefit adjustments for the period commencing December 22, 2025 and ending December 16, 2029.

This MOU shall supersede in its entirety that Memorandum of Understanding of December 13, 2021 beginning on December 22, 2025.

The wages, hours and conditions of employment for the MEBU shall be as follows:

**Section 1. Salaries and Cash Benefits**

**1.1 Salaries**

Effective on the later of either: (1) the first day of the first pay period of the calendar year 2026 or (2) the first day of the first pay period following ratification and Board approval of this MOU, the salary schedule for all classifications in MEBU will be increased by 2.5%. Employees who are

employed through the end of the first full pay period where this salary increase will take effect will receive a one-time cash payment of \$3,000.

Effective on the first day of the first pay period of calendar year 2027, the salary schedule for all classifications in MEBU will be increased by 3.0%.

Effective on the first day of the first pay period of calendar year 2028, the salary schedule for all classifications in MEBU will be increased by 3.0%.

Effective on the first day of the first pay period of calendar year 2029, the salary schedule for all classifications in MEBU will be increased by 3.5%.

Such increase constitutes a cost of living increase, and is separate and apart from a merit-based increase. Y-rated employees will receive 0% cost of living salary increases.

Salaries for each classification shall be in five (5) steps of A through E, with Step E being the highest salary. Movement from one step to the next (and the amount of the increase) is based upon merit as explained in Section 1.3.

MEBU positions are listed in Exhibit A.

## 1.2 Entrance Salary

Except as herein otherwise provided, the entrance salary shall be the minimum salary for the class to which that person is appointed. When circumstances warrant, the General Manager may approve an entrance salary that is more than the minimum salary.

## 1.3 Step Increases

### (a) No Automatic Step Increase

No step increase in salary shall be automatic merely upon completion of a specified period of service. All step increases shall be based on merit as established by record of the employee's performance and shall require approval of the Senior Manager in whose department or group the employee is assigned.

### (b) Timing of Increases – Full-Time Employees

Subject to the provisions of this Section, a full-time employee shall receive said increases in salary, on the employee's anniversary date, according to the following plan:

- Step B upon successful completion of twelve (12) months' service in Step A and Senior Manager's approval.
- Step C upon completion of twelve (12) months' service in Step B and Senior Manager's approval.
- Step D upon completion of twelve (12) months' service in Step C and Senior Manager's approval.

- Step E upon completion of twelve (12) months' service in Step D and Senior Manager's approval.

(c) Timing of Increases – Part-Time Employees

Subject to the provisions of this Section, a part-time employee shall receive said increases in salary after working 2080 hours (equivalent to a full time employee).

1.4 Total Compensation Surveys

All total compensation surveys shall be conducted by District in accordance with Compensation Survey Procedures in Section 1.5. During the term of this MOU, the District may have the need to conduct compensation surveys as a results of job description revisions, new positions, recruiting conditions, or as a result of mutual agreement between MEBU and District.

1.5 Compensation Survey Procedures

The basis of compensation will be the sixtieth (60<sup>th</sup>) percentile of total compensation of the comparable positions at the survey agencies. Surveys will be done for benchmark positions in each classification and other levels in the classification will be indexed from the benchmark positions. Total compensation at other agencies is defined as base salary plus employer-paid member contributions to retirement and employer contributions for employee defined contribution plans (such as 401k, 457, 401a), minus employee-paid contributions toward employer-share of defined benefit retirement plan (i.e. CalPERS retirement). Total compensation at the District is defined as base salary plus two-thousand five hundred dollars (\$2,500) annual contribution to employee 457 plan.

EXAMPLE:

	Base Salary (Monthly)	ER Paid EE PERS (EPMC)	ER Paid Deferred Comp (457)	ER Paid Other Retirement	EE Paid ER Contributions to DB Plan	Total Comp (Monthly)
Comparator Agency	\$ 8,000.00	\$ 192.50	\$ 83.33	\$ 100.00	\$ -	\$ 8,375.83
DSRSD	\$ 8,100.00	\$ -	\$ 208.33	\$ -	\$ -	\$ 8,308.33

The following list of agencies will be used to establish the benchmark level of salaries:

- EBMUD            Livermore
- ACWD            Pleasanton
- CCCSD            DDS
- CCWD            Brentwood
- USD

1.6 Salary Increase Upon Promotion or Reclassification

When an employee in this bargaining unit is moved from one classification to another classification with a higher maximum salary, the salary in the higher classification shall be the minimum salary for that classification, unless that minimum is lower than, or the same as, the employee's salary at the

time of promotion or reclassification. In that event, the employee shall receive the next higher step within the pay range of the higher classification, which is at least five percent (5%) greater than the employee's present rate. If the class having a higher salary is not at least 5% more than the employee's present salary at Step E, the employee shall be paid at Step E of the class having a higher salary range.

If an employee is promoted or reclassified from one classification to a different classification within MEBU, and if the employee's current rate of pay before reclassification is more than the new position's Step E, then the employee shall be paid at Step E of the new position.

#### 1.7 Out-of-Class Pay

An employee who is assigned in writing by the General Manager or designated representative, and, who is required to perform all of the duties of a position having a higher salary range or rate of pay, will be paid at the first step of the higher range, which is at least five percent (5%) higher than the employee's present salary during the period of the out-of-class assignment. If the position having a higher salary range is not at least 5% more than the employee's present salary at Step E, the employee shall be paid at Step E of the higher salary range.

Acting assignments will be made for three (3) or more consecutive working days of uninterrupted absence, such as vacation or long-term illness or injury. When an employee is expected to perform the full range of duties of a higher classification for three (3) or more consecutive working days, said employee shall be temporarily upgraded to the higher position with retroactive pay to the first day of said assignment.

Out-of-Class pay will be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

#### 1.8 Deferred Compensation

During the term of this MOU the District will maintain an IRS 457 Plan for interested employees. Employees may also elect to contribute to a Roth 457 option within the 457 Plan.

Beginning on the first pay date of the first full pay period of calendar years 2026, 2027, 2028 and 2029 the District will contribute on behalf of each employee an amount equal to 100% of the first \$2,500 the employee voluntarily contributes to the 457 plan.

Said payment will be made on the same payday as the employee elects to make voluntary contributions to the Plan. "Over Age 50" and "catch-up" contributions are not subject to matching funds.

This incentive shall be administered in accordance with state and federal regulations, which may impose limits on such benefits for New Members within the CalPERS Retirement System.

### **Section 2. Hours of Work**

Each employee shall have an assigned work schedule that is approved by the General Manager or designee and that consists of eighty (80) hours in a two-week pay period. Such schedule shall be worked on a regular

basis. As exempt employees, MEBU members may be required to or because of the workload may work in excess of their daily work schedule or eighty (80) hours per pay period and those hours shall be recorded as regular work time on the District's time accounting system but shall not be paid. Occasionally, an employee may work fewer hours than their daily work schedule with the approval of their supervisor, and that time shall be made up during the same pay period or supplemented by use of leave.

### **Section 3. Overtime**

#### **3.1 Overtime Pay**

##### **(a) Non-Exempt Employees**

Those positions that are Non-Exempt as of the Effective Date of this MOU are listed in Exhibit A, which is hereby incorporated and made a part of this MOU. All overtime worked by employees, designated as Non-Exempt in accordance with the Fair Labor Standards Act, must be approved in advance by the General Manager, or designated representative.

Any authorized time a non-exempt employee works in excess of 40 hours a workweek shall be compensated at or granted compensatory time at, the rate of one and one-half (1 ½) times the employee's regular rate of pay. Paid holiday and employee leave bank hours constitute "hours worked" for purposes of determining if an employee has worked hours in excess of the regular work week. A Non-Exempt employee will be allowed to annually accrue up to a maximum of forty (40) hours of compensatory time. The maximum amount of hours a non-exempt employee may keep in their compensation time bank shall be capped at 40 hours. Overtime usage shall be subject to the District Personnel Rules, as amended from time to time.

##### **(b) Exempt Employees**

Those positions that are Exempt as of the Effective Date of this MOU are listed in Exhibit A, which is hereby incorporated herein and made a part of this MOU. Positions designated as "Exempt" in accordance with the Fair Labor Standards Act shall not receive overtime pay.

### **Section 4. Health and Welfare**

#### **4.1 Medical**

##### **(a) Health Care Insurance**

The District is committed to provide health care (medical) insurance to each MEBU employee. The District currently obtains its health insurance through CalPERS and shall endeavor to continue that coverage for the duration of this MOU. If it is unable to do so, the District will endeavor to obtain coverage that is comparable to the CalPERS program coverage. In that event, the parties will meet and confer in good faith to revise Section 4.1(b) in a manner that is essentially equivalent to the arrangement identified therein for CalPERS coverage. The District shall endeavor to provide a health care insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations (PPO) Plans. In the event that this level of coverage does not remain reasonably available during the term of this MOU, the Parties shall meet and confer in good faith to amend this Section 4.1 of the MOU.

(b) Medical Insurance Premiums

District shall pay employee medical insurance premiums up to a maximum amount not to exceed the District "Maximum Contribution" for each level (employee only, employee plus one dependent, and employee plus two or more dependents). The District's Maximum Contribution below includes the minimum employer contribution, as established annually by CalPERS.

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the employee's situation. The employee shall pay the balance of the cost incurred in excess of the medical insurance premium maximum contribution. If the medical insurance premium of the plan an employee selects is less than the District maximum contribution, the District shall only pay the amount of the premium cost of the selected plan.

Effective on the later of either: (1) the first day of the first pay period of the calendar year 2026; or (2) the first day of the second month following Board approval of the health contribution, the District's maximum contribution for health insurance premiums will be as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
2026 District Maximum Monthly Contribution	\$1,141	\$2,282	\$2,966
2027 District Maximum Monthly Contribution	\$1,209	\$2,419	\$3,144
2028 District Maximum Monthly Contribution	\$1,282	\$2,564	\$3,333
2029 District Maximum Monthly Contribution	\$1,359	\$2,718	\$3,533

MEBU employees will pay those amounts in excess of the District maximum contribution for the premium of the plan they select.

(c) Retiree Medical

(1) Employees Hired on or After September 1, 2007 and Before January 1, 2026

The District shall provide health care (medical) insurance to each MEBU employee that retires from the District and meets all eligibility requirements, in accordance with the Vesting Program as described below. All MEBU employees hired after September 1, 2007 and before January 1, 2026 (or before September 1, 2007 and who elected to be subject to the Vesting Program) shall be enrolled in the Vesting Program. Any employee promoted into MEBU who has previously elected to vest under their prior Local 39 or Local 21 MOU, or the Unrepresented Resolution, shall vest under the Vesting Program as described below.

The District shall provide an eligible annuitant with a contribution to post-retirement health benefits in an amount that is consistent with Government Code Section 22893 ("Vesting Program"), which is summarized below.

- a. The percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency shall, except as provided in subdivision “b”, be based on the member’s completed years of credited CalPERS service at retirement as shown in the following table:

Credited Years	Percentage of Employer Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

This subdivision shall apply only to employees who retire from District service. The application of this subdivision to those employees shall be subject to the following provisions:

1. The employer’s contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer’s contribution for each annuitant, including enrollment of eligible dependents, shall not be more than one hundred percent (100%) of the premium applicable to the annuitant, nor less than an amount equal to the 100/90 formula contribution as established by CalPERS.
  2. The credited service of any employee for the purposes of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that not less than five (5) years of that service shall be performed entirely with the District .
- b. Notwithstanding subdivision “a”, the contribution payable by an employer subject to this section shall be equal to one hundred percent (100%) of the amount established pursuant to paragraph “1” of subdivision “a” on behalf of any annuitant who either:
1. Retired for disability.
  2. Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, any contribution payable to an annuitant by any other employer under this part.

(2) Employees Hired on or After January 1, 2026

The District shall provide a contribution towards health care (medical) insurance to each MEBU employee who retires from District service and who meets all eligibility requirements as a District “annuitant” as determined by CalPERS for purposes of participating in District sponsored health insurance programs. The District’s monthly contribution towards an annuitant’s benefit shall be in an amount equal to the minimum employer contribution, as established annually by CalPERS.

If an employee retires from District service with at least 15 years of total District service, the District will provide the annuitant with a supplemental contribution (reimbursement) for the cost of the premiums for CalPERS health plan in which the employee is enrolled. The amount of any supplemental contribution will be equal to the difference between 90% of the premium for the plan in which the annuitant is enrolled at annuitant-only coverage and the minimum employer contribution. However, in no circumstance will the maximum supplemental contribution provided be greater than 90% of the premium for the least expensive Region 1 Kaiser plan at annuitant only coverage, less the minimum employer contribution established by CalPERS. If the annuitant is Medicare eligible, the amount of any supplemental contribution will be no greater than 90% of the premium for annuitant only coverage for the least expensive Region 1 Kaiser Medicare Advantage plan, less the minimum employer contribution established by CalPERS. Upon death of the employee, the District’s obligation to provide a supplemental contribution will cease.

**EXAMPLES:**

Non-Medicare eligible annuitant

<b>2026 CalPERS Plan</b>	<b>Plan Premium</b>	<b>90% of Plan Premium</b>	<b>2026 Minimum Employer Contribution</b>	<b>Supplemental Contribution</b>
Kaiser Basic (Annuitant Only)	\$1,168.86	\$1,051.97	\$162	\$889.97

<b>2026 CalPERS Plan</b>	<b>Plan Premium</b>	<b>90% of Plan Premium</b>	<b>2026 Minimum Employer Contribution</b>	<b>Supplemental Contribution</b>
PERS Gold Basic (Annuitant Only)	\$1,120.58	\$1,008.52	\$162	\$846.52

Medicare eligible annuitant

<b>2026 CalPERS Plan</b>	<b>Plan Premium</b>	<b>90% of Plan Premium</b>	<b>2026 Minimum Employer Contribution</b>	<b>Supplemental Contribution</b>
Kaiser Senior Advantage (Annuitant Only)	\$356.83	\$321.15	\$162	\$159.15

If an employee retires from District service with at least 20 years of total District service, the

District will provide the annuitant with a supplemental contribution towards the CalPERS plan in which the employee is enrolled. The maximum supplemental contribution provided will be no greater than 90% of the premium for the least expensive Region 1 Kaiser plan at either annuitant only or annuitant + 1 eligible dependent coverage (depending on the annuitant’s level of coverage), less the minimum employer contribution established by CalPERS. If the annuitant is Medicare eligible, the amount of any supplemental contribution will be no greater than 90% of the premium for annuitant +1 eligible dependent coverage (depending on the annuitant’s level of coverage) for the least expensive Region 1 Kaiser Medicare Advantage plan, less the minimum employer contribution established by CalPERS. Upon death of the employee or if the employee is not eligible to participate in a plan at annuitant + 1 eligible dependent coverage, any supplemental benefit will be reduced to the one-party rate.

**EXAMPLES:**

Non-Medicare eligible annuitant + 1 eligible dependent

<b>2026 CalPERS Plan</b>	<b>Plan Premium</b>	<b>90% of Plan Premium</b>	<b>2026 Minimum Employer Contribution</b>	<b>Supplemental Contribution</b>
Kaiser Basic (Annuitant +1 Only)	\$2,337.72	\$2,103.95	\$162	\$1941.95

Medicare eligible annuitant + 1 eligible dependent

<b>2026 CalPERS Plan</b>	<b>Plan Premium</b>	<b>90% of Plan Premium</b>	<b>2026 Minimum Employer Contribution</b>	<b>Supplemental Contribution</b>
Kaiser Senior Advantage (Annuitant +1 Only)	\$713.66	\$642.29	\$162	\$480.29

(d) Changes to the Law

In the event Federal or State legislation that provides health care coverage for employees covered by this agreement is enacted into law during the term of this MOU, and such legislation has an adverse impact on either party, the Parties shall meet and confer regarding the impact of such legislation on the MOU.

(e) Waiver of Coverage

A MEBU employee who chooses to do so, may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical insurance coverage through the District and receive a cash payment in the amount of four hundred dollars (\$400) per month (payable bi-monthly via payroll). Such payment may be made on a per pay period basis as determined by the District. Said election must be made for the employee as well as the employee’s dependents.

Eligibility for participation in this program shall be governed by the Guidelines for the Share the

Savings Program in the District's Personnel Rules.

It shall be the employee's responsibility to promptly notify Human Resources (HR) if any eligibility condition changes. Any overpayment made to the employee due to their failure to notify HR accordingly will be collected from the employee until the overpayment is fully paid back to the District.

4.2 Dental

The District shall provide dental care benefits covering the employee, spouse, and eligible dependents.

4.3 Retiree Dental

The District shall provide retiree dental care benefits for employees (and eligible dependents) who retire from the District and whose first date of employment was before July 1, 2014.

4.4 Life Insurance

(a) Amount

The District shall provide each employee with Life Insurance. The amount of the life insurance to be provided shall be equal to two (2) times an employee's annual salary, rounded up to the nearest \$1,000, to a maximum of \$400,000. The imputed cost of coverage in excess of \$50,000 will be included in Employee's income, using the IRS Premium Table, and are subject to applicable Federal and State taxes.

(b) Additional Coverage

In addition to the life insurance provided at District expense, the District shall make arrangements for employees to purchase additional life insurance for themselves or their dependents at employee cost.

4.5 Short-Term and Long-Term Disability

The District shall provide each employee with Short-Term Disability Insurance. The Short-Term Disability Insurance shall provide for sixty percent (60%) of regular weekly salary, to a maximum of \$1,667 weekly benefit, after a 29-day waiting period. Benefits continue for a maximum of one year, if totally disabled. Integration of short-term insurance benefits and sick leave is to be automatic; the District may not waive integration. Long Term Disability Insurance shall provide 66 2/3% of regular monthly salary, to a maximum of \$6,000 monthly benefit, after 365 days of short term disability coverage. Both Short Term and Long Term Disability Insurance benefits cease the day the termination of employment occurs.

4.6 Vision Care

The District shall provide each employee with vision care benefits covering the employee, spouse, and eligible dependents.

4.7 Retiree Vision

Vision care will not be provided to employees who retire from the District.

4.8 IRS 125

The District shall continue the IRS 125 plan for employee funded expense reimbursement, including employee paid health care premiums, and allow employee contributions up to the maximum extent permitted by law.

4.9 Changes to Providers of Employee Benefit Plans

The District intends to periodically evaluate the Health and Welfare plans currently available to employees to determine if similar or better coverage may be available at lower cost to the District. The District may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is similar or better as specified in this MOU.

**Section 5. Retirement Plan**

5.1 Terms of Program

District employees receive retirement benefits through CalPERS.

Upon submission of enrollment information, CalPERS shall determine whether a new employee is a "classic member" or "new member" in accordance with the Public Employees' Pension Reform Act (PEPRA).

"Classic members" are eligible to participate in the 2.7% @ 55 retirement benefit plan. Classic members contribute eight percent (8%) of the employee CalPERS contribution. "New members" are eligible to participate in the 2.0% @ 62 retirement benefit plan and are required to pay CalPERS an employee contribution that is at least fifty percent (50%) of the total normal cost of the retirement benefit plan based on pensionable compensation in accordance with PEPRA.

**Section 6. Holidays**

6.1 General

Employees shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a full pay status on both of their regularly scheduled workdays immediately preceding and following the holiday.

6.2 Holiday Schedule

The following shall be holidays under this MOU, and shall fall on the calendar or legal date as noted. If a holiday is a calendar day holiday that falls on a Saturday or Sunday, the actual day of the holiday shall be the Friday or Monday before or after that weekend date that corresponds to the date the District shall be closed for business as solely determined by the District.

<b>Holiday</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
New Year's Day		Jan-1	Jan-1	Dec-31	Jan-1
Martin Luther King Day		Jan-19	Jan-18	Jan-17	Jan-15
Presidents' Day		Feb-16	Feb-15	Feb-21	Feb-19
Memorial Day		May-25	May-31	May-29	May-28
Independence Day		July-3	July-5	July-4	July-4
Labor Day		Sept-7	Sept-6	Sept-4	Sept-3
Thanksgiving Day		Nov-26	Nov-25	Nov-23	Nov-22
Day after Thanksgiving		Nov-27	Nov-26	Nov-24	Nov-23
Christmas	Dec-25	Dec-25	Dec-24	Dec-25	Dec-25

### 6.3 Floating Holidays

Five (5) Floating Holidays (40 hours) shall be incorporated into the Employee Leave Bank and thereafter be part of the Employee Leave Bank as described in Section 8 of this MOU.

### **Section 7. Administrative Leave**

Five (5) Administrative Leave Days (40 hours), which are for the purpose of compensating exempt employees for the additional time required to perform their jobs beyond the normal work day and work week, shall be incorporated into the Employee Leave Bank and thereafter be part of the Employee Leave Bank as described in Section 8 of this MOU.

### **Section 8. Employee Leave Bank**

#### 8.1 Eligibility

All MEBU employees begin accruing Employee Leave (Leave) as defined in Section 8.4 from their hire date.

#### 8.2 Scheduling

The times during the calendar year at which an employee shall take Leave shall be determined by the employee's supervisor with due regard to the wishes of the employee and in particular regard to the need of the District.

#### 8.3 Use

Employees may use Leave on an hour-for-hour (or fraction thereof) basis in any pay period that they have not worked their scheduled hours in accordance with Section 2 of this MOU.

#### 8.4 Employee Leave Accrual Rate

Leave accrues on a pay period basis and the accrual rate is determined by the employee's hire date.

Example: For a full-time employee, the accrual rate during their first year of employment is 7.69 hours per pay period.

The following table is based on full-time employment. Leave for part-time employees will be prorated according to number of hours scheduled.

Exempt Employees

Year	VAC	FH	ADMIN	Total Days	Total Hours	Per PP
1	15	5	5	25	200	7.69
2	16	5	5	26	208	8.00
3	17	5	5	27	216	8.31
4	18	5	5	28	224	8.62
5	19	5	5	29	232	8.92
6	20	5	5	30	240	9.23
7	21	5	5	31	248	9.54
8	22	5	5	32	256	9.85
9	23	5	5	33	264	10.15
10	24	5	5	34	272	10.46
11	25	5	5	35	280	10.77

Non-Exempt Employees

Year	VAC	FH	Total Days	Total Hours	Per PP
1	15	5	20	160	6.15
2	16	5	21	168	6.46
3	17	5	22	176	6.77
4	18	5	23	184	7.08
5	19	5	24	192	7.38
6	20	5	25	200	7.69
7	21	5	26	208	8.00
8	22	5	27	216	8.31
9	23	5	28	224	8.62
10	24	5	29	232	8.92
11	25	5	30	240	9.23

8.5 Crediting of Leave

Employee Leave shall be accrued and credited in hours per pay period.

8.6 Employee Leave at Termination

Upon termination of employment, an employee shall be paid cash value of their accrued Leave at the time of termination in accordance with the above schedule on a pro rata basis.

8.7 Leave Sell Back

Each full-time employee covered by this MOU may sell back leave from the Employee Leave Bank at the employee's current rate of pay up to two (2) times per calendar year, up to one-hundred (100) hours, provided that there are at least one-hundred (100) hours remaining after each such sell back. Requests to sell back leave hours will be processed in accordance with IRS requirements and pursuant to procedures established by the District.

**Section 9. Sick Leave**

9.1 Benefits

Full-time MEBU employees shall accrue sick leave at the rate of eight (8) hours per month credited in hours per pay period. Sick leave usage shall not be considered as a privilege which an employee may use at their discretion, but shall be allowed only in case of necessity of actual sickness or disability in accordance with state and federal laws and the District Personnel Rules, or for the employee's dental, eye, or other physical or medical examination or treatment by a licensed practitioner. Part-time employee's sick leave will be prorated according to their scheduled hours.

9.2 Use

Employees may use sick leave on an hour-for-hour basis (or fraction thereof) in any pay period that they have not worked their scheduled hours in accordance with Section 2 of this MOU. Sick leave may not be used before it is credited and may only be used as outlined in 9.1 above.

9.3 Notification Requirement

If an employee will not be at work as scheduled, the employee must notify the supervisor within one half (1/2) hour of the time to report for work or at the first opportunity.

9.4 Physician's Certificate or Other Proof

At the discretion of the employee's supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed after the first forty-eight (48) hours of sick leave used in a calendar year.

9.5 Sick Leave Incentive Program – PERS Credit

The District shall contract with PERS for “Credit for Unused Sick Leave at Retirement” as specified in the Government Code of the State of California, Section 20965.

**Section 10. Leaves of Absence**

10.1 Jury Duty

An employee summoned to jury duty shall inform their supervisor and, if required to report and/or serve, may be absent from duty with full pay only for those hours required to report and/or serve.

10.2 Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed twenty-four (24) hours and must be taken consecutively. Leave for this purpose must be requested and used within three (3) months of the event of a death in the immediate family. For the purpose of this Section, the immediate family shall be restricted to father, mother, step-parent, brother, sister, spouse, legally-recognized domestic partnership, child, mother-in-law, father-in-law, grandparents, grandchildren, and stepchild in those cases where a direct child-rearing-parental relationship may be demonstrated. At the request of the District, the employee shall furnish a death certificate and proof of relationship. Sick leave shall not be used for the purpose of Bereavement Leave.

10.3 Industrial Disability Leave

(a) General

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers’ Compensation Laws of the State of California, shall be entitled to disability leave while so disabled until such time as **1)** the District determines that the interactive process has been exhausted or completed, or that there is an inability to accommodate under the law, or **2)** based upon a permanent and stationary finding in the worker’s compensation matter; or **3)** retirement, whichever occurs first. Integration of sick leave and employee leave bank (ELB) with Workers’ Compensation temporary disability benefits is to be automatic after exhausting regulatory protected leave provisions (such as FMLA/CFRA); the District may not waive integration.

(b) Determination of Coverage

The District reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers’ Compensation.

10.4 Catastrophic Leave Donation Program

The District agrees to establish a Catastrophic Leave Donation Bank (CLDB) program to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or

injury, or to care for a member of the employee's immediate family (defined as the employee's legal spouse, domestic partner, child/step-child) who has had a catastrophic illness or injury. The Catastrophic Leave Donation Bank will allow other employees to donate time to a Catastrophic Leave Donation Bank administered by the District so that a qualifying active District employee can remain in a paid status for a longer period of time, thus partially offsetting the financial impact of the illness, injury or condition.

Eligibility: To be eligible for this benefit, the receiving employee must: 1) be a regular or limited-term full-time employee; 2) have sustained a life threatening or debilitating illness, injury or condition (physician confirmation will be required by the District), or a member of the employee's immediate family as defined in this Section 10.4 has sustained a life threatening or debilitating illness or injury (physician confirmation will be required by the District) which requires the employee's care and assistance; 3) have exhausted all accumulated paid leave including Employee Leave Bank, sick leave, compensatory time off, deferred holiday, and/or other such leaves; 4) be unable to return to work for at least thirty (30) days; and 5) have applied, and received approval, for a leave of absence without pay for medical reasons.

Benefits: Accrued Employee Leave Bank and compensatory time off hours donated by other employees to the Catastrophic Leave Donation Bank will be converted to sick leave, then credited to a receiving employee's sick leave balance from the Catastrophic Leave Donation Bank in increments of one (1) hour and shall be paid at the base rate of pay of the receiving employee in effect at the time of need for leave. For as long as the receiving employee remains in a paid status, seniority and all other benefits will continue, with the exception of leave accruals. The total leave credits received by an employee should not exceed three (3) months.

Guidelines for donating leave to the Catastrophic Leave Donation Bank (CLDB):

- (a) Accrued Employee Leave Bank and compensatory time off may be donated by any employee who has completed the initial District probationary period.
- (b) Time donated to the Catastrophic Leave Donation Bank will be converted (at the current pay rate of the donating employee) from Employee Leave Bank or compensatory time off to sick leave and credited from the CLDB to the receiving employee's sick leave balance in eight (8) hour increments (equivalent to the receiving employee's current base rate of pay), and shall be paid at the base rate of pay of the receiving employee in effect at the time of need for leave.
- (c) The total amount of time donated to the Catastrophic Leave Donation Bank by an employee shall not exceed eighty (80) hours in a calendar year. The total leave credits received by a receiving employee shall not exceed three (3) months.
- (d) Leave time donations must be a minimum of one-hour increments. An employee cannot donate leave hours, which would reduce the employee's own Employee Leave Bank balance to less than forty (40) hours.
- (e) The use of donated leave hours by a receiving employee will be in consecutive, one-workday increments (i.e., eight (8) hours for a full-time employee working five eight (8) hour days/week). Employees using the CLDB program will be converted to a regular 8

hours per day/5 days per week work schedule for the duration of their leave.

- (f) While an employee is on leave using donated leave hours, Employee Leave Bank or sick leave hours will not accrue.
- (g) Under all circumstances, leave donations made by the donating employee are forfeited once made (i.e. all completed donations are final and cannot be reversed once the District has acknowledged receipt). In the event that an eligible receiving employee does not use all transferred/credited leave for the catastrophic illness/injury, any balance will remain with the receiving employee.
- (h) Employees may donate leave to the CLDB at any time during their employment with the District, so long as their donation complies with all requirements of this Section 10.4.

## **Section 11. Probationary Period**

### **11.1 Nature of Period**

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to their position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

### **11.2 Length**

All new and promotional employees into MEBU shall serve a probationary period of twelve (12) months.

### **11.3 Rejection**

During the probationary period, a new employee may be rejected at any time by the General Manager without cause and without the right of appeal.

### **11.4 Reinstatement**

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the former position from which the employee was promoted, provided the employee has not been discharged or disciplined pursuant to this MOU.

## **Section 12. Layoff and Re-employment**

### **12.1 General**

The General Manager may lay off an employee in the MEBU. The General Manager, on the basis of the administrative needs of the District, shall determine the departments and classifications subject to layoff. Within the classifications subject to layoff, the order of layoff shall be determined on the basis of seniority and work performance. Emergency and provisional employees in a class of

positions shall be laid off before other persons in the class are laid off.

12.2 Notice

Fifteen (15) calendar days prior to the effective date of the layoff of an employee, the General Manager shall notify the employee of the layoff and a copy of the notice shall be placed in the employee's personnel file.

12.3 Re-Employment

An employee who has performed satisfactorily and who is laid off shall be eligible for re-employment in other positions which require basically the same qualifications and involve basically the same duties and responsibilities as the position from which the employee is laid off.

12.4 Termination after Layoff

Service with the District shall be terminated by discharge, resignation or six (6) consecutive months of unemployment with the District.

12.5 No Benefits

An employee who is laid off shall not accrue or be eligible for any benefits including, but not limited to, Employee Leave, holidays, medical, dental, life insurance, and vision care. Any employees re-employed after a layoff shall be credited back any accrued sick leave that the employee did not receive compensation for at the time of layoff.

**Section 13. Discharge and Discipline**

13.1 Right of Discharge and Discipline

The District shall have the right to discharge and discipline any employee for dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or to observe the District's safety and personnel rules and regulations, which must be conspicuously posted and not in derogation of the MOU, or for engaging in strikes, individual or group slowdowns or work stoppages, or refusal to accept overtime, or for violating or ordering the violation of the MOU. Discipline shall be implemented within sixty (60) calendar days of the District completing the District investigation of the situation causing the problem.

13.2 Appeals

If an employee feels they have been unjustly disciplined or discharged, the employee shall have the right to appeal their case through the Appeals Process. Such appeal must be filed with the General Manager in writing, within ten (10) calendar days from the date of discipline or discharge and unless so filed the right of appeal is lost.

13.3 Reason for Discipline

Any disciplined employee in the MEBU group shall be furnished the reason for the disciplinary

action in writing.

#### 13.4 Adjustment Board

In the event of an employee appeal on a matter involving discipline, including matters of suspension, demotion, and discharge, such appeal shall be submitted to an Adjustment Board comprised of two (2) employee representatives and two (2) representatives of the District. If an Adjustment Board is unable to arrive at a majority decision, the employee may require that the appeal be referred to a Hearing Officer for advisory opinion.

#### 13.5 Administrative Hearing

##### (a) General

An employee may refer any appeal that remains unresolved after the Adjustment Board to an Administrative Hearing. A request for a Hearing shall be in writing to the General Manager within thirty (30) calendar days after receipt of the decision of the Adjustment Board.

##### (b) Selection of Hearing Officer

On or after the date of the notice to proceed with a non-binding administrative hearing, the District shall request the State Mediation and Conciliation Service or the American Arbitration Association to provide a list of seven (7) impartial persons to act as a Hearing Officer. Representatives of the two (2) Parties shall meet within ten (10) calendar days after receipt of such list to select an arbitrator (this may be done by telephone). If there is no mutual agreement on one of the listed hearing officers, then the two (2) Parties shall alternately strike a hearing officer's name from the list of seven (7) and shall then repeat this procedure. The remaining person shall be the duly selected hearing officer. The procedure to determine who strikes the first name shall be determined by lot. If either party refuses to participate in the selection process, the other party shall make a selection of a hearing officer from the list.

##### (c) Hearing Officer's Decision

Upon conclusion of the administrative hearing, the hearing officer shall provide both the General Manager and the employee, and the MEBU group representative with copies of their decision on the merits of the appeal with references to, and a discussion of, the evidence presented. The hearing officer's decision shall be an advisory opinion only, non-binding on either party; provided that if neither party refers the appeal to the Board of Directors within thirty (30) calendar days of receipt of the hearing officer's decision, the hearing officer's decision shall become final. The hearing officer's fees and expenses shall be borne equally by the Parties. If either party requires a transcript, that party shall bear the entire cost of such transcript.

#### 13.6 Board of Directors

Any appeal which has not been resolved by the procedures hereinabove set forth may be referred

by either party to the Board of Directors within thirty (30) calendar days of receipt of the hearing officer's advisory opinion for final decision. Each party may submit written comment or argument regarding the hearing officer's opinion, not to exceed five (5) pages in length, for the Board's review and consideration. The Board of Directors shall render a decision, which shall be final, within sixty (60) calendar days of receipt of the request for Board review.

#### **Section 14. Personnel Files**

An employee, or their representative on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into the personnel file without prejudice to subsequent arguments concerning the contents of such documents.

#### **Section 15. Grievance Procedure**

##### **15.1 General**

###### **(a) Definition**

A grievance shall be defined as any dispute arising during the term of the MOU which involves the interpretation or application of any provision of this MOU during its term, excluding all ordinances, resolutions, policies, rules and regulations, the subject of which is not specifically covered by the provisions of this MOU. Such excluded ordinances, resolutions, policies, rules and regulations shall not be subject to the Grievance Procedure.

###### **(b) Changes to MOU are Non-Grievable**

Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposal, may be referred for grievance under this Section, and no Adjustment Board shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

###### **(c) Changes to and Interpretations of MOU**

No changes in the MOU or interpretations thereof (except interpretation resulting from Adjustment Board proceedings hereunder) shall be recognized unless mutually agreed to by the General Manager and the MEBU.

###### **(d) Pay Claims**

All grievances involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than thirty (30) calendar days from the date of filing.

## 15.2 Initial Discussions

Any employee who believes that they have a grievance must inform their immediate supervisor of the complaint along with a copy to the Administrative Services Director, and discuss the nature of the complaint with the immediate supervisor prior to elevating the grievance for resolution to the top management official in the department in which the employee works. The grievance is to be presented in writing within thirty (30) calendar days of the date that the employee became aware, or should have become aware, of the act or occurrence. If the issue is not resolved within the department, the procedures hereafter specified may be invoked.

## 15.3 Adjustment Board

### (a) General

In the event the employee and the District are unable to reach a mutually satisfactory accord on any grievance (as the term "grievance" is hereinabove defined), which arises and is presented during the term of the MOU, such grievance shall be submitted to an Adjustment Board comprised of two (2) employee representatives and two (2) representatives of the District.

### (b) No Decision by Adjustment Board

If an Adjustment Board is unable to arrive at a majority decision, either the employee or the District may require that the grievance be referred to the General Manager.

### (c) Jurisdiction

No Adjustment Board shall entertain, hear, decide or make recommendations on any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in the first paragraph of this Section.

## 15.4 Referral to District Manager

The recognized employee organization, which has jurisdiction over the position directly affected by the grievance, may notify the General Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination that is desired. No grievance may be processed under this Section that has not first been filed and investigated in pursuance of Sections 15.2 and 15.3. A grievance that remains unresolved after it has been submitted in writing to the General Manager may be heard before a Hearing Officer for an advisory opinion.

## 15.5 Administrative Hearing

### (b) General

Any grievance that remains unresolved after consideration by the General Manager may be referred to an Administrative Hearing Officer for a non-binding opinion on the merits of the

grievance. A notice to invoke an administrative hearing shall be in writing to the General Manager within thirty (30) calendar days after receipt of the decision of the General Manager.

(b) Selection of Hearing Officer

The hearing officer for a grievance matter shall be selected according to the same procedure as specified for an appeal of discharge/discipline.

c) Hearing Officer's Decision

Upon conclusion of the administrative hearing the hearing officer shall provide both the General Manager and the employee and the MEBU group representative with copies of their decision on the merits of the appeal with references to, and a discussion of, the evidence presented. The hearing officer's decision shall be an advisory opinion only, non-binding on either party, provided that if neither party refers the appeal to the Board of Directors within thirty (30) calendar days of receipt of the hearing officer's decision, the hearing officer's decision shall become final. The hearing officer's fees and expenses shall be borne equally by the Parties. If either party requires a transcript, that party shall bear the entire cost of such transcript.

15.6 Board of Directors

Any grievance which has not been resolved by the procedures hereinabove set forth may be referred by either party to the Board of Directors within thirty (30) calendar days of receipt of the hearing officer's advisory opinion for final decision. Each party may submit written comment or argument regarding the hearing officer's opinion, not to exceed five (5) pages in length, for the Board's review and consideration. The Board of Directors shall render a decision, which shall be final, within sixty (60) calendar days of receipt of the request for Board review.

**Section 16. Miscellaneous Provisions**

16.1 Outside Employment

No employee shall engage in employment that may constitute a conflict of interest for the employee or the District. No employee shall apply himself or herself whatsoever to any outside employment during the employee's regular working hours. Any person while in the employment of someone other than the District shall wear no emblem, badge, uniform or other employee identification.

16.2 Safety

Employees who are required to wear safety shoes, personal protective equipment (PPE), or uniform clothing will be provided with these items purchased by the District as deemed necessary by the employee's supervisor for the performance of their job duties.

16.3 Safety Vests

The District shall provide orange vests that are OSHA and District approved.

16.4 Certificates

The District shall pay for any required certificates, including renewal, as set forth in the employee's job description.

16.5 Part-Time

All wages, hours and conditions of employment governed by this MOU shall be prorated and/or adjusted for part-time employees in accordance with District's Part-Time Rules and Procedures.

**Section 17. Separability of Provisions**

Should any Section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU. Upon such invalidation, the Parties agree to meet and confer concerning substitute Sections, clauses, or provisions for those rendered or declared illegal or invalid.

**Section 18. Past Practices and Status of this MOU**

18.1 Continuance of Working Conditions

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the Board of Directors is not guaranteed by this MOU.

18.2 Status of this MOU

This MOU constitutes the entire understanding between the Parties hereto as to all matters hereof, and supersedes all existing Memoranda of Understandings, negotiations, prior discussions, preliminary agreements and understandings, whether written or oral, between the District and the MEBU group.

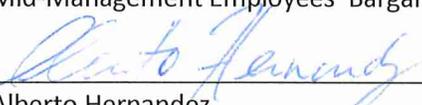
It is mutually agreed that the terms herein are effective on the dates indicated, or where not indicated as of the effective date of this MOU, which shall be December 22, 2025. When not specifically covered in this MOU, the existing unmodified policies, resolutions, rules, regulations and ordinances of the District, shall apply and with the terms of this MOU constitute the wages, hours and working conditions for those employees represented for the period of December 22, 2025 through December 16, 2029.

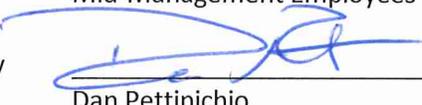
Made and entered into this 22<sup>nd</sup> day of December, 2025 (Effective Date).

MID-MANAGEMENT EMPLOYEES BARGAINING GROUP

By  Date 11/19/2025  
Jaclyn Yee  
Mid-Management Employees' Bargaining Unit

By  Date 11/25/2025  
Danny Ward  
Mid-Management Employees' Bargaining Unit

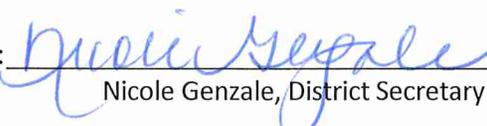
By  Date 11/19/2025  
Alberto Hernandez  
Mid-Management Employees' Bargaining Unit

By  Date 11/25/25  
Dan Pettinichio  
Mid-Management Employees' Bargaining Unit

DUBLIN SAN RAMON SERVICES DISTRICT

By  Date 11/24/2025  
Jan Lee  
General Manager

By  Date 11/24/2025  
Michelle Gallardo  
Administrative Services Director

ATTEST:   
Nicole Genzale, District Secretary

**EXHIBIT A**

**LIST OF EXEMPT POSITIONS**

As of the Effective Date of this MOU, the following positions are Exempt positions as determined by application of the Fair Labor Standards Act:

Classification	Step E Salary as of 12/22/25
	Monthly
Engineering Manager	\$20,907
Executive Services Supervisor	\$16,518
Finance Supervisor	\$16,274
Financial Services Manager	\$19,528
Information Technology Manager	\$19,448
Laboratory and Environmental Compliance Manager	\$16,794
Laboratory Supervisor	\$14,960
Mechanical Superintendent	\$17,492
Operations Compliance Manager	\$19,299
Principal Electrical Engineer	\$20,181
Principal Water/Wastewater Systems Engineer	\$20,181
Public Affairs Supervisor	\$16,740
Senior Engineer	\$17,883
Wastewater Treatment Plant Operations Superintendent	\$19,811
Water/Wastewater Systems Superintendent	\$18,860

**LIST OF NON-EXEMPT POSITIONS**

As of the Effective Date of this MOU, the following positions are Non-Exempt positions as determined by the application of the Fair Labor Standards Act:

Classification	Step E Salary as of 12/22/25	
	Monthly	Hourly
Instrumentation, Controls & Electrical Supervisor	\$17,221	\$99.3519
Mechanical Supervisor	\$14,574	\$84.0808
Wastewater Treatment Plant Supervisor	\$15,646	\$90.2654
Water/Wastewater Systems Supervisor	\$15,715	\$90.6635

**EXHIBIT B: LETTER OF AGREEMENT BETWEEN DUBLIN SAN RAMON SERVICES DISTRICT  
AND THE MID-MANAGEMENT EMPLOYEES' BARGAINING UNIT (MEBU)**

The Dublin San Ramon Services District ("District") and the Mid-Management Employees' Bargaining Unit ("MEBU") agree this letter is intended to memorialize the retiree health benefits that were made available to bargaining unit employees who were hired before September 1, 2007 and who did not elect to participate in those benefits offered to those employees who were hired on or after September 1, 2007.

Employees Hired before September 1, 2007

The District shall provide a contribution towards health care (medical) insurance to each MEBU employee that retires from District service and who meets all eligibility requirements as a District "annuitant" as determined by CalPERS. The District's monthly contribution towards the annuitant's benefit shall be in an amount equal to the minimum employer contribution, as established annually by CalPERS. The District will also provide the annuitant with a supplemental contribution toward the CalPERS plan in which the annuitant is enrolled. The amount of any supplemental contribution will be equal to the difference between the premium of the CalPERS plan the annuitant is enrolled in up to the maximum District contribution stated in section 4.1 (b) of the current MEBU MOU and the minimum employer contribution established by CalPERS.

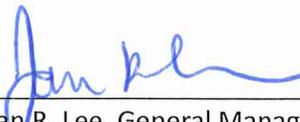
Example:

CalPERS Plan	Plan Premium	Minimum Employer Contribution	Supplemental Contribution
Kaiser Senior Advantage (Annuitant + One Dependent)	\$713.66	\$162	\$551.66

Employees hired on or after September 1, 2007 are not eligible for the above benefits. Employees hired on or after September 1, 2007 should refer to the current MEBU MOU for information on available benefits.

Except as specifically provided in this Letter of Agreement, all other terms and conditions of employment as set forth in the MOU between the District and MEBU will apply.

Dated: 11/24/2025

  
\_\_\_\_\_  
Jan R. Lee, General Manager  
Dublin San Ramon Services District

Dated: 11/19/2025

  
\_\_\_\_\_  
Alberto Hernandez, MEBU President  
Mid-Management Employees' Bargaining Unit (MEBU)